

**ZB# 97-21**

**James Suraci**

**80-4-1**

Prelim.

June 9, 1997.

notice to school - 4/4/97 - ready.

Dead here if Public Hearing:

Title Report June 23, 1997.

photos

Area Variance

approved

Refund: \$198.50

#97-21- Suraci, James  
Area Variance

(80-4-1)

C

TOWN OF NEW WINDSOR  
555 Union Avenue  
New Windsor, NY 12553

## General Receipt

16103

June 13 1997

Received from James Suraci \$ 50.00

Fifty 00/100 DOLLARS

For 2 BA #97-21

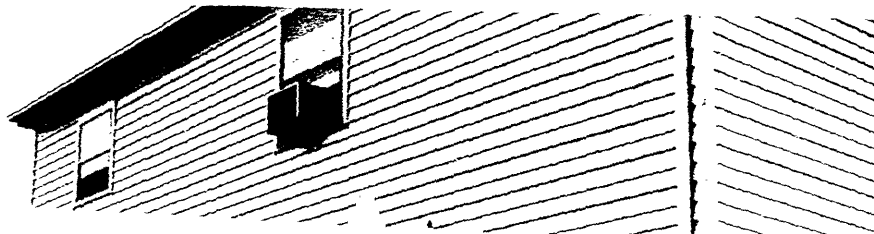
DISTRIBUTION:

FUND	CODE	AMOUNT
CR # 2949		50.00

By Dorothy N. Hansen

Town Clerk  
TITLE

WILLIAMSON LAW BOOK CO., VICTOR, NY 14564



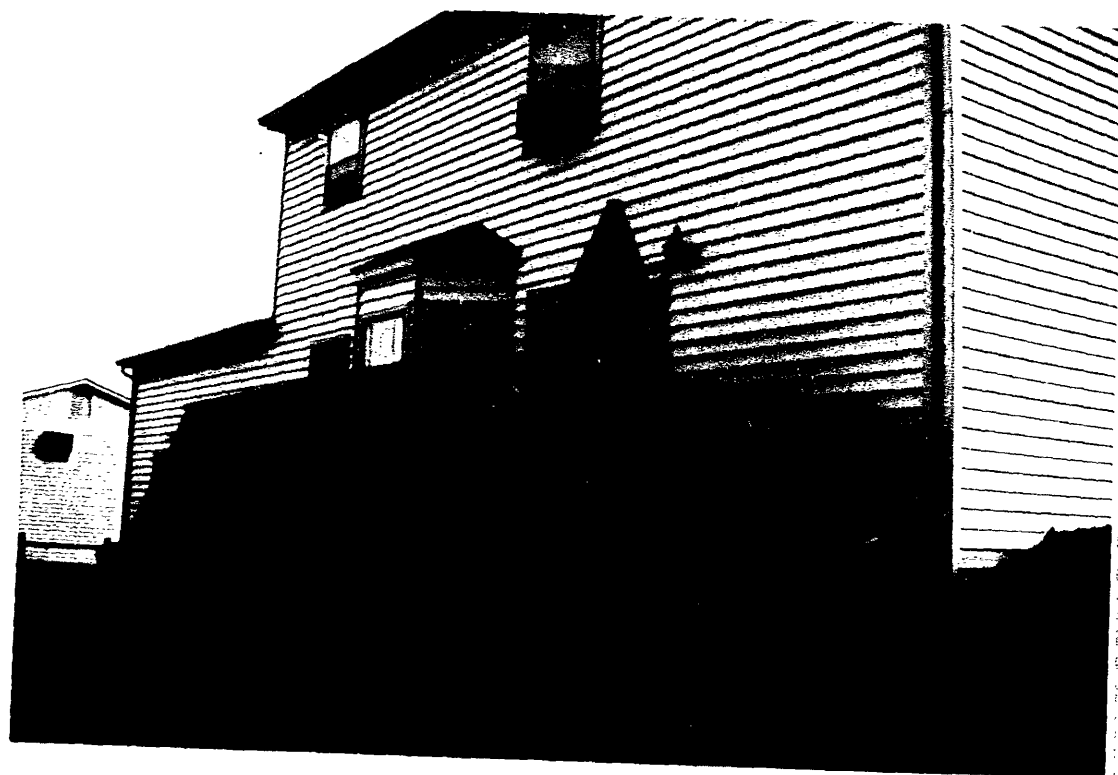
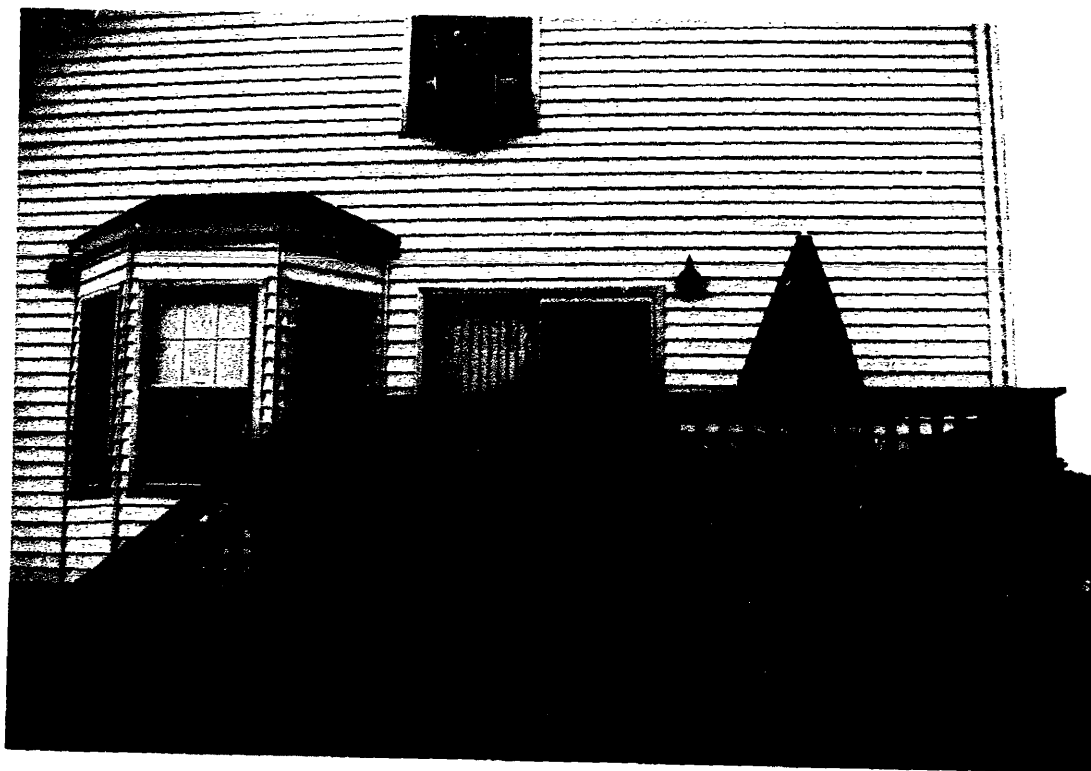
FUND	CODE	AMOUNT
Ch # 2949		50.00

WILLIAMSON LAW BOOK CO., VICTOR, NY 14564

By Dorothy N. Hansen

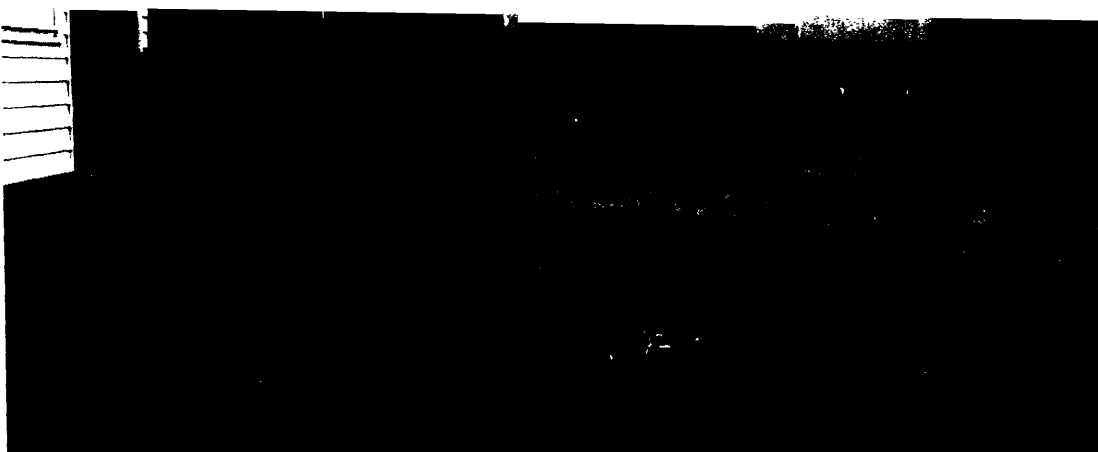
Town Clerk

TITLE





#911-101-1111-1111-1111  
 (80-4-1)



Green Valley

(or 11)

**APPLICATION FEE (DUE AT TIME OF FILING OF APPLICATION)**

**APPLICANT:** Sumari, James & Jeannie

**FILE#** 97-21

**RESIDENTIAL:** \$50.00

**COMMERCIAL:** \$150.00

**INTERPRETATION:** \$150.00

**AREA** ☒

**USE** ☐

**APPLICATION FOR VARIANCE FEE** ..... \$ 50.00

*paid. ck # 2949*

*6/12/97*

**ESCROW DEPOSIT FOR CONSULTANT FEES** ..... \$ 300.00

*paid ck # 2450*  
*6/12/97*

**DISBURSEMENTS:**

**STENOGRAPHER CHARGES: \$4.50 PER PAGE**

**PRELIMINARY MEETING-PER PAGE** ..... *6/9/97-4 pgs* \$ 18.00

**2ND PRELIMINARY- PER PAGE** ..... *6/23/97-3 pgs* \$ 13.50

**3RD PRELIMINARY- PER PAGE** ..... \$ \_\_\_\_\_

**PUBLIC HEARING - PER PAGE** ..... \$ \_\_\_\_\_

**PUBLIC HEARING (CONT'D) PER PAGE** ..... \$ \_\_\_\_\_

**TOTAL** ..... \$ 31.50

**ATTORNEY'S FEES: \$35.00 PER MEEETING**

**PRELIM. MEETING:** ..... *6/9/97* \$ 35.00

**2ND PRELIM.** ..... *6/23/97* \$ 35.00

**3RD PRELIM.** ..... \$ \_\_\_\_\_

**PUBLIC HEARING.** ..... \$ \_\_\_\_\_

**PUBLIC HEARING (CONT'D)** ..... \$ \_\_\_\_\_

**TOTAL** ..... \$ 70.00

**MISC. CHARGES:**

..... \$ \_\_\_\_\_

**TOTAL** ..... \$ 101.50

**LESS ESCROW DEPOSIT** ..... \$ 300.00

**(ADDL. CHARGES DUE)** ..... \$ \_\_\_\_\_

**REFUND DUE TO APPLICANT** ..... \$ 198.50


6/2

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO James Suraci DR.  
202 Butterhill Dr.  
N.W.

[illegible]



 **JAMES D. SURACI**  
**JEANNIE SURACI**  
202 BUTTERHILL DR.  
NEW WINDSOR, NY 12553

50-235 615  
219  
0235217205  
6-12-97


2949

Pay to the order of Town of New Windsor \$ 50.00  
fifty

THE BANK OF NEW YORK  
202 Main Street  
Highland Falls, NY 10928

#97-21 ZBA Jeannie Suraci

+0219023520 0235217205 2949

 **JAMES D. SURACI**  
**JEANNIE SURACI**  
202 BUTTERHILL DR.  
NEW WINDSOR, NY 12553

50-235 615  
219  
0235217205  
6-12-97

2950

Pay to the order of Town of New Windsor \$ 300.00  
Three hundred

THE BANK OF NEW YORK  
202 Main Street  
Highland Falls, NY 10928

#97-21 ZBA Jeannie Suraci

+0219023520 0235217205 2950

In the Matter of the Application of

**JAMES SURACI**

**MEMORANDUM OF  
DECISION GRANTING  
AREA VARIANCE**

#97-21.

**WHEREAS, JAMES SURACI**, 202 Butterhill Drive, New Windsor, New York 12553, has made application before the Zoning Board of Appeals for an 11.8 ft. rear yard variance for a proposed deck to be located at the above residence in a CL-1 zone; and

**WHEREAS**, a public hearing was held on the 23rd day of June, 1997 before the Zoning Board of Appeals at the Town Hall, New Windsor, New York; and

**WHEREAS**, the Applicant appeared before the Board on his own behalf for this Application; and

**WHEREAS**, there were no spectators appearing at the public hearing; and

**WHEREAS**, no one spoke in favor of or in opposition to the Application; and

**WHEREAS**, a decision was made by the Zoning Board of Appeals on the date of the public hearing granting the application; and

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor sets forth the following findings in this matter here memorialized in furtherance of its previously made decision in this matter:

1. The notice of public hearing was duly sent to residents and businesses as prescribed by law and in The Sentinel, also as required by law.
2. The evidence presented by the Applicant showed that:
  - (a) The property is a one-family home located in a neighborhood of one-family homes.
  - (b) The home has an existing deck which is unsafe and in poor condition, needing replacement.
  - (c) Most other homes in the neighborhood have similar deck.
  - (d) The construction of a new deck will not alter the landscape or cause any displacement or change in the vegetation.

- (e) The proposed deck will not cause any water accumulation or change any water flow.
- (f) The proposed deck will not create any ponding.
- (g) The proposed deck will not interfere with sewer or water facilities.
- (h) Without a deck on the premises there would be a substantial safety hazard as a person using one of the exits to the home would fall a considerable distance to the ground thereby certainly seriously injuring themselves.

**WHEREAS**, the Zoning Board of Appeals of the Town of New Windsor makes the following conclusions of law here memorialized in furtherance of its previously made decision in this matter:

1. The requested variance will not produce an undesirable change in the character of the neighborhood or create a detriment to nearby properties.
2. There is no other feasible method available to the Applicant which can produce the benefits sought.
3. The variance requested is substantial in relation to the Town regulations but nevertheless is warranted due to the peculiar nature of the property and that the location of the existing structure will enhance rather than detract from the value of the property.
4. The requested variance will not have an adverse effect or impact on the physical or environmental conditions in the neighborhood or zoning district.
5. The difficulty the Applicant faces in conforming to the bulk regulations is self-created but nevertheless should be allowed for the reason that a deck is a permissible accessory structure and it is located on the premises in the least intrusive place possible due to the nature and location of the property.
6. The benefit to the Applicant, if the requested variance is granted, outweigh the detriment to the health, safety and welfare of the neighborhood or community.
7. The requested variance is appropriate and is the minimum variance necessary and adequate to allow the Applicant relief from the requirements of the Zoning Local Law and at the same time preserve and protect the character of the neighborhood and the health, safety and welfare of the community.
8. The interests of justice will be served by allowing the granting of the requested area variance.

**NOW, THEREFORE, BE IT**

**RESOLVED**, that the Zoning Board of Appeals of the Town of New Windsor GRANT a request for an 11.8 ft. rear yard variance for an existing shed located at the above-referenced property in a CL-1 zone as sought by the Applicants in accordance with plans filed with the Building Inspector and presented at the public hearing.

**BE IT FURTHER**

**RESOLVED**, that the Secretary of the Zoning Board of Appeals of the Town of New Windsor transmit a copy of this decision to the Town Clerk, Town Planning Board and Applicant.

Dated: August 11, 1997.

  
Vice Chairman

*Prelim.*  
*June 9, 1997.*  
*#97-21*

OFFICE OF THE BUILDING INSPECTOR - TOWN OF NEW WINDSOR  
ORANGE COUNTY, NEW YORK

NOTICE OF DISAPPROVAL OF BUILDING PERMIT APPLICATION

DATE: JUNE 3, 1997

APPLICANT: JAMES SURACI  
202 BUTTERHILL DRIVE  
NEW WINDSOR, N.Y. 12553

PLEASE TAKE NOTICE THAT YOUR APPLICATION DATED:

FOR (BUILDING PERMIT): TO CONSTRUCT A 14FT. X 24FT. DECK

LOCATED AT: 202 BUTTERHILL DRIVE

ZONE: CL

DESCRIPTION OF EXISTING SITE: SECTION: 80, BLOCK: 4, LOT: 1

IS DISAPPROVED ON THE FOLLOWING GROUNDS:

1. PROPOSED DECK EXCEEDS MINIMUM 40 FT. REAR YARD SET BACK.

*[Signature]*  
BUILDING INSPECTOR

\*\*\*\*\*

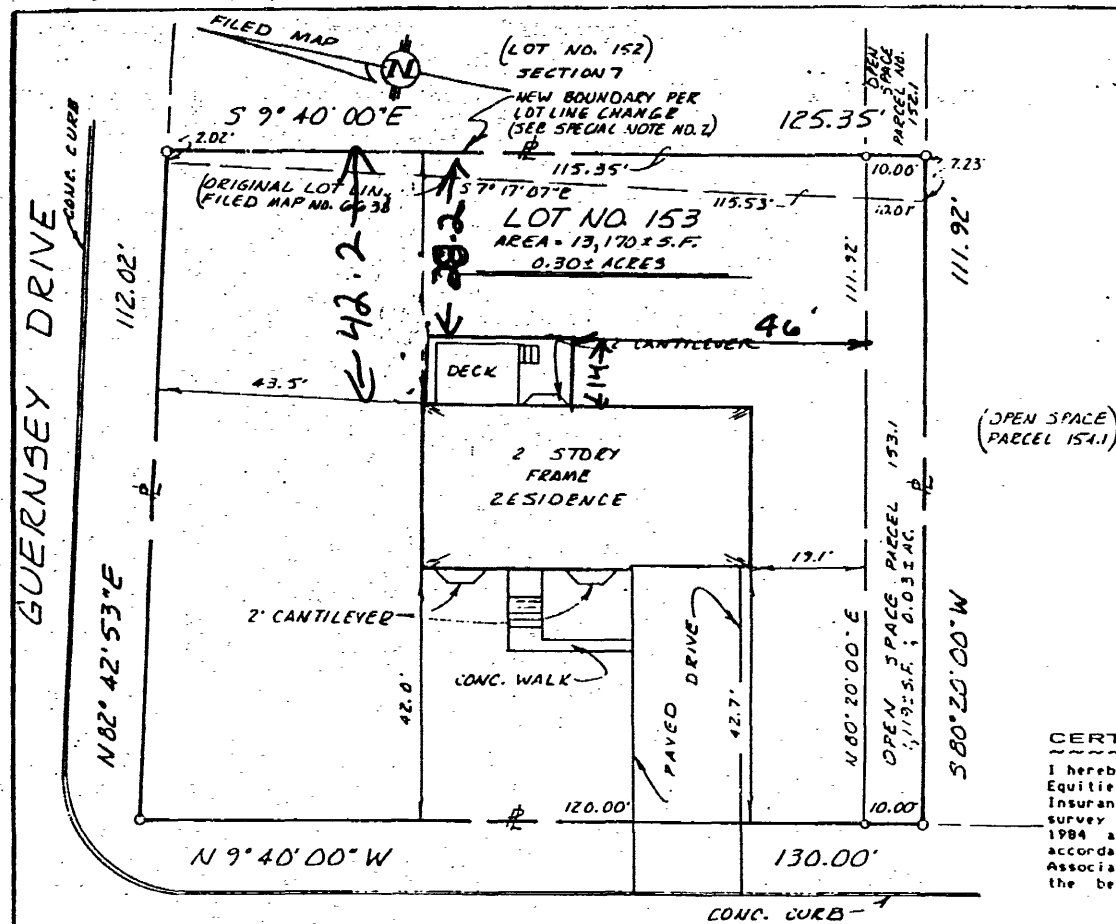
REQUIREMENTS	PROPOSED OR AVAILABLE	VARIANCE REQUEST
ZONE: CL      USE G		
REQ'D REAR YD.    40FT.	28.2FT.	11.8FT.

APPLICANT IS TO PLEASE CONTACT THE ZONING BOARD SECRETARY AT  
914-563-4630 TO MAKE AN APPOINTMENT WITH THE ZONING BOARD

CC: Z.B.A., APPLICANT, B.P. FILES.

CL  
F 40  
S 12  
R 40

14 x 24 DECK



BUTTER HILL DRIVE  
BP# 4809  
2626

# GENERAL NOTES

1. Unauthorized alteration or addition to a survey map bearing a licensed land surveyor's seal is a violation of Section 7209 (2) of the New York State Education Law.
2. Only copies from the original of this survey, marked with an original of land surveyor's inked seal, shall be considered to be valid true copies.
3. Certification shall run only to the person for whom the survey is prepared, and on his behalf to the title company, governmental agency and lending institution listed hereon and is not transferable to additional institutions or subsequent owners.

## SPECIAL NOTES

1. Bring Lot No. 153 and Parcel No. 153.1 and a portion of Lot No. 152 and Parcel No. 152.1 in Section 7 as shown on a map entitled "Butter Hill Subdivision Section 5" said map having been filed in the Orange County Clerk's Office on 20 July 1984 as Map No. 6638.
2. Lot line change having been approved by the Town of New Windsor Planning Board on 14 November 1984.
3. No certification is made for items not visible at the ground surface at time of the survey.
4. Offsets shown are at right angles to property lines, unless otherwise noted.
5. This survey was prepared prior to the receipt of a Title Report or Abstract of Title and is therefore subject to easements and other grants not visible, if any.

## CERTIFICATION

I hereby certify to James D. Suraci, Jeannie Olivieri, Columbia Equities Ltd, its successors and/or assigns, and American Title Insurance Company that this plan resulted from an actual field survey of the indicated premises completed on 14 December 1984 and a re-inspection of 1 December 1989 performed in accordance with the Code of Practice adopted by the N.Y.S. Association of Professional Land Surveyors Inc., and is, to the best of my knowledge and belief, correct.



**Grevas & Hildreth, P.C.**  
LAND SURVEYORS  
33 CHAMBERS AVENUE, NEW WINDSOR, NEW YORK 12560  
TEL: (518) 882-8887

SURVEY FOR:

**JAMES D. SURACI  
& JEANNIE OLIVIERI**

### REVISIONS:

DATE	DESCRIPTION

TOWN OF NEW WINDSOR - ORANGE COUNTY - NEW YORK

Drawn: JLDH

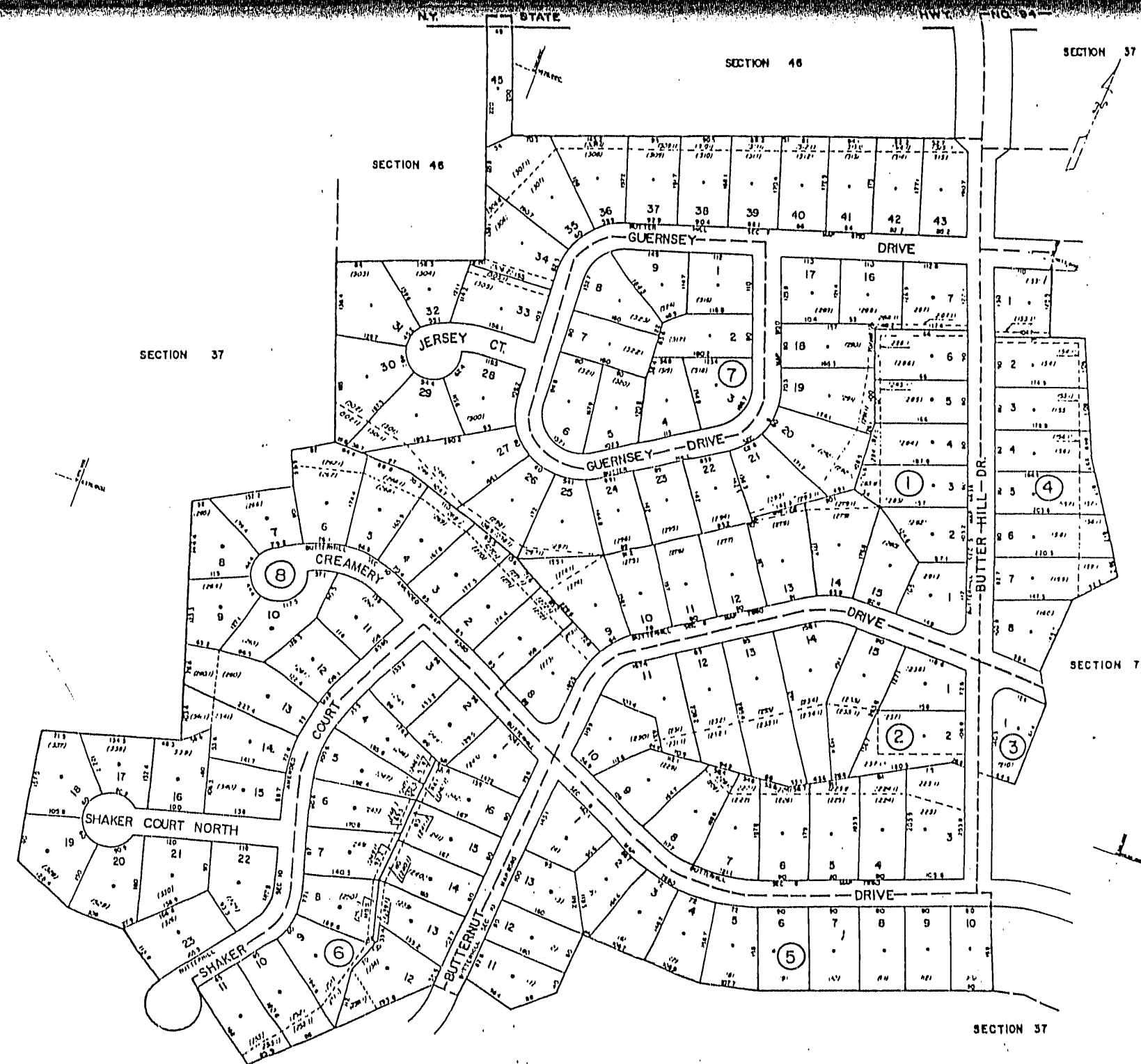
Checked:

Scale: 1" = 20'

Date: 19 Jan. 1990

Job No: 90-007

BOUNDARY/LOCATION SURVEY



Prepared by  
 ORANGE CO. TAX MAP DEPT.  
 MAIN ST., GOSHEN, N.Y. 10824  
 FOR TAX PURPOSES ONLY  
 NOT TO BE USED FOR CONVEYANCE

LEGEND			
STATE HIGHWAY	FILED PLAN LOT LINE	1st. MAP BLOK. NO.	FILED PLAN BLOK. NO.
LOCAL ROAD	ADJACENT LINE	2nd. MAP PARCEL NO.	FILED PLAN LOT NO.
WATER	WATER	3rd. MAP LOT NO.	STATE HIGHWAY
RAILROAD	RAILROAD	4th. MAP LOT NO.	COUNTY HIGHWAY
STREAM	STREAM	5th. MAP LOT NO.	TOWN ROAD
PROPERTY LINE	LAND COORDINATE CENTROID		

ORANGE COUNTY-NEW YORK  
 Photo No. 14-3233 Date of Map: 9-10-84  
 Date of Photo: 3-1-85 Date of Revision: 3-1-91  
 Scale: 1" = 100'

TOWN OF NEW WINDSOR  
 Section No. 80

Date 6/30/97, 19.....

# TOWN OF NEW WINDSOR

**TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553**

TO Frances Roth 168 North Drury La DR.  
Newburgh, NY 12550

DATE		CLAIMED	ALLOWED
6/23/97	Zoning Board Mtg	75 00	
	Misc - 2		
	Scragline - 5		
	Hissland - 3		
	Suraci - 3		
	13.50		
	<u>13 pp</u>	<u>58 50</u>	
		133 50	



PUBLIC HEARING:

SURACI, JAMES

Mr. James Suraci appeared before the board for this proposal.

MR. NUGENT: Request for 11.8 ft. rear yard variance to construct deck at 202 Butterhill Drive in a CL-1 zone.

MS. BARNHART: We sent out 58 notices on this particular thing on June 12th and as you can see, we have an audience here.

MR. KRIEGER: Let the record reflect there is no audience.

MS. BARNHART: There is no audience.

MR. NUGENT: Okay, you took some photographs Jim of the deck.

MR. KANE: Is this an existing deck or wants to construct a new one?

MR. SURACI: Yes, he wants to make it 14 x 24, that is the existing one there.

MR. KANE: Do other homes in the area have similar size decks as he wants to construct?

MR. SURACI: I can't honestly say, I'm not sure, I'm sure there are but--

MR. KANE: To your knowledge.

MS. BARNHART: Butterhill Drive we know all of them actually.

MR. KRIEGER: Just trying to make a record.

MR. KANE: And to your knowledge, is building of this deck will in no way change any of the landscape or cause any safety and health hazards in the area?

MR. SURACI: No.

MR. KANE: And it won't change the atmosphere of the neighborhood?

MR. SURACI: No, it will enhance it, I would say.

MR. KRIEGER: Won't cause any water, accumulation or change the flow of any water on the ground?

MR. SURACI: No.

MR. KRIEGER: Without a deck on the back of the property, someone exiting from the rear door would be likely to injure themselves, is that true?

MR. SURACI: No.

MR. KRIEGER: If there was no deck at all?

MR. SURACI: No, the rear door goes right out.

MR. KRIEGER: Doesn't the sliding door that I am looking at in the picture--

MR. SURACI: Oh, the sliding door, there's a--

MR. KRIEGER: If one were to walk out the sliding door and there was no deck, they'd hurt themselves?

MR. SURACI: Exactly.

MR. NUGENT: We're trying to establish criteria for a decision.

MR. SURACI: I understand, I thought he was referring to the back door from the garage.

MR. NUGENT: No.

MR. KANE: And even though you believe this is a self-created hardship, you believe this is necessary for the safety and the enhancement of that particular piece of property?

June 23, 1997

12

MR. SURACI: Yes.

MR. NUGENT: Any further questions?

MS. OWEN: No further questions.

MR. KANE: No further questions.

MR. NUGENT: Accept a motion.

MS. OWEN: I make a motion that we give Mr. Suraci his 11.8 rear yard variance.

MR. KANE: Second the motion.

ROLL CALL

MS. OWEN AYE

MR. KANE AYE

MR. NUGENT AYE

MR. BABCOCK: I will let Frank know that you got an approval and he will work on it and probably by the end of tomorrow, they'll be calling you telling you it's ready, if not the very next day.

MR. SURACI: Thank you very much.

PUBLIC NOTICE OF HEARING BEFORE  
ZONING BOARD OF APPEALS  
TOWN OF NEW WINDSOR

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the TOWN OF NEW WINDSOR, New York, will hold a Public Hearing pursuant to Section 48-34A of the Zoning Local Law on the following Proposition:

Appeal No. 21

Request of James Suraci & Jeannie Suraci

for a VARIANCE of the Zoning Local Law to permit:

Construction of deck w/ insufficient rear yard;

being a VARIANCE of Section 48-12 - Table of Use Regs.  
Col G

for property situated as follows:

202 Butler Hill Drive, New Windsor, N.Y.

known as tax lot Section 80 Block 4 Lot 1.

SAID HEARING will take place on the 23rd day of June,  
1997, at New Windsor Town Hall, 555 Union Avenue, New Windsor,  
New York, beginning at 7:30 o'clock P. M.

James Nugent  
Chairman

DEBORAH GREEN  
Notary Public, State of New York  
Qualified in Orange County  
# 4984065  
Commission Expires July 15, 1997

Owner/Client Suraci, James and Jeannie

File No. R307099A

Property Address 202 Butterhill Drive

City New Windsor

County Orange

State NY

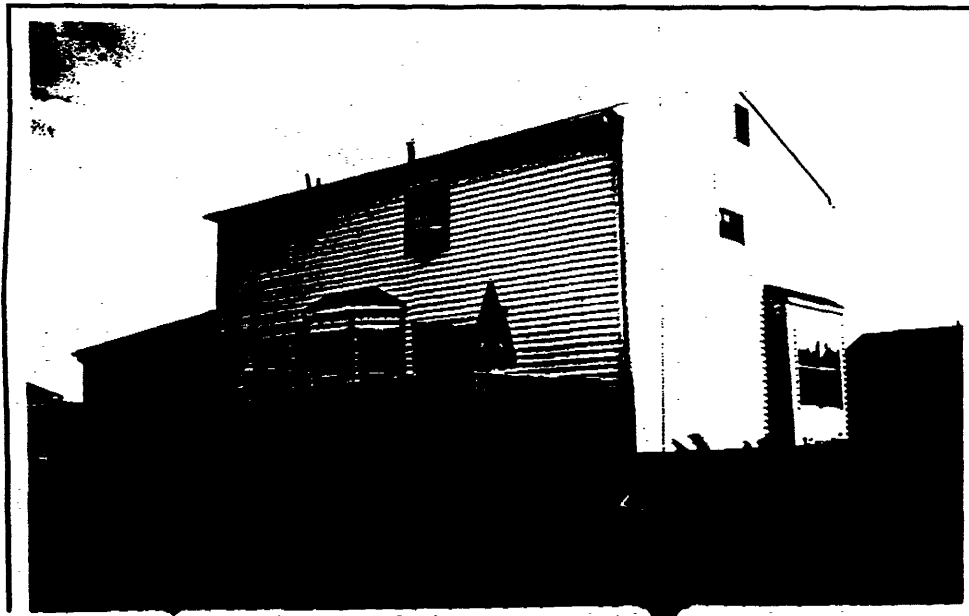
Zip Code 12553

Lender Residential Mortgage Banking, Inc.



FRONT

47,800



REAR

Date 6/17/97, 19.....

# TOWN OF NEW WINDSOR

TOWN HALL, 555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553

TO Frances Roth 168 N. Drury Lane DR.  
Newburgh NY 12550

DATE			CLAIMED	ALLOWED
9/97		Zoning Board Mtg	75 00	
		Misc - 1		
		Beddings - 2		
		Corcoran - 4		
		Thomas - 4		
		Supaci - 4 * 18.00		
		Pietrzak - 5	157 50	
		Ciancio - 15		
		<u>35</u>	232 50	

SURACI, JAMES

MR. NUGENT: Request for 11.8 ft. rear yard variance to construct a 14 X 29 ft. deck at 202 Butterhill Drive in a CL-1 zone.

Mr. and Mrs. Suraci appeared before the board for this proposal.

MRS. SURACI: Actually, I don't know if it makes a difference, it's actually 24 foot deck.

MR. NUGENT: 14 x 24?

MRS. SURACI: Yes, it's actually 14 x 24, I don't know if it makes a difference as far as the paperwork or the request.

MR. TORLEY: It does.

MS. BARNHART: It will make a difference because it will be right instead of wrong.

MR. KRIEGER: Difference it makes if you go through the application process and if the application is granted when you say lot of if's but if that is done, then you're limited to the application that was granted. So if you are a foot short, that is the application you got granted, it's a foot short and it would be about as easy as putting, as extending a board after you have cut it.

MR. BABCOCK: Mr. Chairman, the length of the deck is not a question here, it's the width of the deck so that somehow we got 29 foot.

MRS. SURACI: So it doesn't matter?

MR. BABCOCK: Yes.

MR. SURACI: Existing deck comes out ten feet, we're going out 14 which I believe the builder had their variance to begin with so technically we're only extending an additional four feet. Here's the picture of it, it's kind of deceiving, the current deck ends



here at this window, we're just extending it out to the end and we're, we want to request to come out four additional feet, request to come out additional four feet, looks like it's further because of the stairs, the shadow.

MR. TORLEY: So the existing deck is ten feet out?

MR. SURACI: We want it to come to the end.

MR. TORLEY: You say there was a variance granted before?

MRS. SURACI: I believe there's a variance on it already.

MR. BABCOCK: Yes, there is.

MR. SURACI: For ten feet was it cause I know it comes out ten feet?

MR. BABCOCK: I don't know how far off the house it was but you do have a variance but you have a variance to go within 32 foot two inches to the line.

MRS. SURACI: We'd like to extend that and request for I guess additional 11.8 feet.

MR. TORLEY: Request for additional four or request for 11, how do we phrase that?

MS. BARNHART: Requests for 11.8 feet rear yard variance.

MR. TORLEY: But they have--

MR. NUGENT: They have 28'2" available and they need 40.

MR. KRIEGER: They don't have to redo it, they have to add on so the variance request is for the extra.

MR. TORLEY: So it's a four foot wide variance really.

MR. NUGENT: Actually yes, over and above what they

have already.

MRS. SURACI: So when I, if I answered the request for a public hearing to fill out the paperwork, what would you put, the 11.8?

MS. BARNHART: You put whatever they denied you on your denial, that is what you write. Do you have any questions?

MR. NUGENT: Anybody have any further questions? I'll accept a motion.

MR. REIS: Make the motion that we set up the Suraci family for their requested variance.

MS. OWEN: Second it.

ROLL CALL

MS. OWEN	AYE
MR. REIS	AYE
MR. TORLEY	AYE
MR. NUGENT	AYE

MR. KRIEGER: You may have heard me talk to the other applicant, those are the state standards by which the board must decide and if you would address yourself to those in a presentation that would be helpful. Also, I'd like to see a copy of your deed.

MRS. SURACI: I have that, do you want that now?

MR. KRIEGER: No, I want it, I don't need a copy to keep, I just want to look at it and give it back to you, last thing is I think it would be helpful for the board if you brought pictures of the house all four exposures.

MR. NUGENT: So we can see where it's going to lay against the land.

MR. TORLEY: You're going to have to send out a lot of letters and if you talk to your neighbors and tell them you're going to get this letter, it's just for my deck,

June 9, 1997

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I'm not putting up a radio tower or anything.

MRS. SURACI: Thank you.

TOWN OF NEW WINDSOR  
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE

# 97-21

Date: \_\_\_\_\_

I. ✓ Applicant Information:

(914) 561-7751

- (a) JAMES SURACE, 202 Butter Hill Dr New Windsor, NY 12553  
(Name, address and phone of Applicant) (Owner)
- (b) \_\_\_\_\_  
(Name, address and phone of purchaser or lessee)
- (c) \_\_\_\_\_  
(Name, address and phone of attorney)
- (d) \_\_\_\_\_  
(Name, address and phone of contractor/engineer/architect)

II. Application type:

- ☐ Use Variance ☐ Sign Variance
- ☒ Area Variance ☐ Interpretation

III. ✓ Property Information:

- (a) CL 202 Butter Hill Dr New Windsor, NY 80-4-1 • 30 ACRES  
(Zone) (Address) (S B L) (Lot size)
- (b) What other zones lie within 500 ft.? NONE
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO
- (d) When was property purchased by present owner? 2-7-1990
- (e) Has property been subdivided previously? NO
- (f) Has property been subject of variance previously? YES  
If so, when? \_\_\_\_\_
- (g) Has an Order to Remedy Violation been issued against the property by the Building/Zoning Inspector? NO
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail: NO

IV. Use Variance. N/A

- (a) Use Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_, to allow:  
(Describe proposal) \_\_\_\_\_

(b) <sup>N/A.</sup> The legal standard for a "use" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(c) Applicant must fill out and file a Short Environmental Assessment Form (SEQR) with this application.

(d) The property in question is located in or within 500 ft. of a County Agricultural District: Yes \_\_\_\_\_ No X.

If the answer is Yes, an agricultural data statement must be submitted along with the application as well as the names of all property owners within the Agricultural District referred to. You may request this list from the Assessor's Office.

✓ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section 48-12, Table of use/Bulk Regs., Col. G.

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yd. _____	_____	_____
Reqd. Side Yd. _____	_____	_____
Reqd. Rear Yd. <u>40 ft.</u>	<u>28.2 ft</u>	<u>11.8 ft</u>
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Dev. Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____
Parking Area _____	_____	_____

\* Residential Districts only

\*\* No-residential districts only

✓ (b) In making its determination, the ZBA shall take into consideration, among other aspects, the benefit to the applicant if the variance is granted as weighed against the detriment to the health, safety and welfare of the neighborhood or community by such grant. Also, whether an undesirable change will be produced in the character of the neighborhood or a detriment to nearby properties will be created by the granting of the area variance; (2) whether the benefit sought by the applicant can be achieved by some other method feasible for the applicant to pursue other than an area variance; (3)

- ✓ whether the requested area variance is substantial; (4) whether the proposed variance will have an adverse effect or impact on the physical or environmental conditions in the neighborhood or district; and (5) whether the alleged difficulty was self-created.

Describe why you believe the ZBA should grant your application for an area variance:

*the construction of the rear deck would not impact the appearance or environment of the neighborhood + town, the deck is needed to accommodate the size of my immediate family of 5. The upgrade to the house would increase the value of the property and appearance of the neighborhood. The deck along with the property would always be maintained & kept to the highest standards.*

(You may attach additional paperwork if more space is needed)

#### VI. Sign Variance: *N/A*

(a) Variance requested from New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

	<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Sign 1	_____	_____	_____
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
	_____	_____	_____
	_____	_____	_____

(b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or over size signs.

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(c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

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#### VII. Interpretation. *N/A*

(a) Interpretation requested of New Windsor Zoning Local Law, Section \_\_\_\_\_, Table of \_\_\_\_\_ Regs., Col. \_\_\_\_\_.

(b) Describe in detail the proposal before the Board:

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#### ✓ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or

✓ upgraded and that the intent and spirit of the New Windsor Zoning is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

*The deck and the property of the surrounding work always be up kept and maintained to the highest standards. We have begun to landscape the property and will ensure the deck is safe & imposes no hazards.*

IX. Attachments required:

- ✓ Copy of referral from Bldg./Zoning Insp. or Planning Bd.
- ✓ Copy of tax map showing adjacent properties.
- N/A Copy of contract of sale, lease or franchise agreement.
- ✓ Copy of deed and title policy.
- ✓ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot in question.
- N/A Copy(ies) of sign(s) with dimensions and location.
- ✓ Two (2) checks, one in the amount of \$ 50.00 and the second check in the amount of \$ 300.00, each payable to the TOWN OF NEW WINDSOR.
- ✓ Photographs of existing premises from several angles.

X. Affidavit.

Date: June 12, 1997

STATE OF NEW YORK)

) SS.:

COUNTY OF ORANGE )

The undersigned applicant, being duly sworn, deposes and states that the information, statements and representations contained in this application are true and accurate to the best of his/her knowledge or to the best of his/or information and belief. The applicant further understands and agrees that the Zoning Board of Appeals may take action to rescind any variance granted if the conditions or situation presented herein are materially changed.

Joanna Surace  
(Applicant)

Sworn to before me this

12th day of June, 1997.

XI. ZBA Action:

(a) Public Hearing date: \_\_\_\_\_

PATRICIA A. BARNHART  
Notary Public, State of New York  
No. 01BA4904434  
Qualified in Orange County  
Commission Expires August 31, 1997.

(b) Variance: Granted (\_\_\_) Denied (\_\_\_)

(c) Restrictions or conditions: \_\_\_\_\_

**NOTE: A FORMAL DECISION WILL FOLLOW UPON RECEIPT OF THE PUBLIC HEARING MINUTES WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS AT A LATER DATE.**

(ZBA DISK#7-080991.AP)





1763

# TOWN OF NEW WINDSOR

555 UNION AVENUE  
NEW WINDSOR, NEW YORK 12553  
Telephone: (914) 563-4633  
Fax: (914) 563-4693

## OFFICE OF THE ASSESSOR FOR TOWN

June 11, 1997

James and Jeannie Suraci  
202 Butterhill Drive  
New Windsor, N. Y. 12553

**Re: Tax Map Parcel 80 - 4 - 1**

Dear Mr. and Mrs. Suraci:

According to our records, the attached list of property owners are within five hundred (500) feet of the above referenced property.

The charge for this service is \$75.00, minus your deposit of \$25.00.

Please remit the balance of \$50.00 to the Town Clerk's Office.

Sincerely,

LESLIE COOK  
Sole Assessor

LC/pab

cc: Pat Barnhart, ZBA

58

Sycamore Associates  
431 Blooming Grove Tpk.  
New Windsor, N. Y. 12553

William & Dorothy Scott  
8 Cedar Lane  
New Windsor, N. Y. 12553

Ridgecrest Baptist Church  
P. O. Box 4070  
New Windsor, N. Y. 12553

Kenneth L. Jeune  
Madeline Monroig  
215 Butterhill Road  
New Windsor, N. Y. 12553

Maureen Millin  
Alan D. Scheck  
213 Butterhill Road  
New Windsor, N. Y. 12553

John T. Weber  
211 Butterhill Drive  
New Windsor, N. Y. 12553

Peter & Joan Mundy  
209 Butterhill Drive  
New Windsor, N. Y. 12553

Michael J. & Leona Busija  
207 Butterhill Drive  
New Windsor, N. Y. 12553

Berkeley Federal Bank and Trust FSB  
The Forum Suite 402  
1675 Palm Beach Lakes Blvd.  
West Palm Beach, FL 33401

Michael & Karen Pospisil  
167 S. Harrison Avenue  
Congers, N. Y. 10920

Michael A. & Nancy R. Bell  
330 Butternut Drive  
New Windsor, N. Y. 12553

Anthony & Venus Sanchez  
328 Butternut Drive  
New Windsor, N. Y. 12553

Maria S. Defazio  
Gail E. Steinheimer  
326 Butternut Drive  
New Windsor, N. Y. 12553

Boris & Christina Lonkewycz  
57 Guernsey Drive  
New Windsor, N. Y. 12553

William F. & Kathleen M. Vacco  
P. O. Box 4013  
New Windsor, N. Y. 12553

Brian R. & Janet M. Carpenter  
96 Guernsey Drive  
New Windsor, N. Y. 12553

James F. & Nancy E. Keating  
94 Guernsey Drive  
New Windsor, N. Y. 12553

Louis E. Hernandez  
92 Guernsey Drive  
New Windsor, N. Y. 12553

Louis A. & Linda Dicocco  
90 Guernsey Drive  
New Windsor, N. Y. 12553

Victor M. & Maria A. Perez  
64 Guernsey Drive  
New Windsor, N. Y. 12553

Randolph & Peggy L. Wolfe  
62 Guernsey Drive  
New Windsor, N. Y. 12553

John T. & Tina M. Reilly  
60 Guernsey Drive  
New Windsor, N. Y. 12553

Michael J. Armida  
Mary Ann Neroda  
58 Guernsey Drive  
New Windsor, N. Y. 12553

Charles & Nancy E. Hatala  
56 Guernsey Drive  
New Windsor, N. Y. 12553

Teresa Albaugh  
201 Butterhill Drive  
New Windsor, N. Y. 12553

Peter C. Stukonis  
Margaret M. Elstob  
204 Butterhill Drive  
New Windsor, N. Y. 12553

Roy B. & Cynthia J. Gutshall  
705 Mara Drive  
Blue Bell, PA 19422-6431

Cynthia J. Devita  
Thomas J. Dillan  
208 Butterhill Drive  
New Windsor, N. Y. 12553

Joseph R. & Martha H. Gallo  
210 Butterhill Drive  
New Windsor, N. Y. 12553

John P. Fox  
212 Butterhill Drive  
New Windsor, N. Y. 12553

John F. Guido  
Leslie C. Hynes  
214 Butterhill Drive  
New Windsor, N. Y. 12553

Donald S. & Donna J. Bigi  
216 Butterhill Drive  
New Windsor, N. Y. 12553

David W. Lucas  
38 Guernsey Drive  
New Windsor, N. Y. 12553

Henry & Louise Sawoska  
40 Guernsey Drive  
New Windsor, N. Y. 12553

Patricia Lynn Koster  
42 Guernsey Drive  
New Windsor, N. Y. 12553

Tara L. & Patrick F. Fallacaro  
44 Guernsey Drive  
New Windsor, N. Y. 12553

Jeffrey E. Ragni  
46 Guernsey Drive  
New Windsor, N. Y. 12553

Michael & Wanda Mendillo  
48 Guernsey Drive  
New Windsor, N. Y. 12553

Freeman & Vanley Hughley  
50 Guernsey Drive  
New Windsor, N. Y. 12553

Jan & Angelina Kostek  
320 Butternut Drive  
New Windsor, N. Y. 12553

Joseph & Milagros Arce  
322 Butternut Drive  
New Windsor, N. Y. 12553

Gerard J. & Cheryl Walker  
215 Dairy Lane  
New Windsor, N. Y. 12553

Bernadette Vinci  
Cindi Moore  
217 Dairy Lane  
New Windsor, N. Y. 12553

Michael T. & Maureen A. Busweiler  
219 Dairy Lane  
New Windsor, N. Y. 12553

Robert & Perry Smith  
221 Dairy Lane  
New Windsor, N. Y. 12553

Raymond & Laura McCormack  
223 Dairy Lane  
New Windsor, N. Y. 12553

Albert & Marion Moo  
25 Guernsey Drive  
New Windsor, N. Y. 12553

Steven G. Radich  
Diane M. Byrne  
27 Guernsey Drive  
New Windsor, N. Y. 12553

Jon B. & Betsy V. Martens  
23 Guernsey Drive  
New Windsor, N. Y. 12553

Janine Tarsio  
Mary Ann Cappelli  
216 Dairy Lane  
New Windsor, N. Y. 12553

Yvon Oliver  
Monchais Yolene  
214 Dairy Lane  
New Windsor, N. Y. 12553

James B. & Susan J. Smith  
212 Dairy Lane  
New Windsor, N. Y. 12553

Michael G. & Lisa A. Marinelli  
210 Dairy Lane  
New Windsor, N. Y. 12553

David & Janet Winderbaum  
19 Guernsey Drive  
New Windsor, N. Y. 12553

Kenneth J. & Susan Curry  
21 Guernsey Drive  
New Windsor, N. Y. 12553

Rochelle D. Amigo  
53 Guernsey Drive  
New Windsor, N. Y. 12553

Dominick, Iole & Jennie D. Vinci  
499 Franklin Street  
Rye Brook, N. Y. 10573

Fred D. & Sheryl L. Winkler  
49 Guernsey Drive  
New Windsor, N. Y. 12553

# POLICY OF TITLE INSURANCE

Issued by

TITLE NO. RD-33-20279  
POLICY NO. 416417



## American Title Insurance Company

Northeast Region



Timothy C. Tamsen, Esq.  
Neuman, LaForge & Tamsen, Esqs.  
400 Gidney Avenue - P.O. Box 2687  
Newburgh, New York 12550

American Title Insurance Company, in consideration of the payment of its charges for the examination of title and its premium for insurance, insures the within named insured against all loss or damage not exceeding the amount of insurance stated herein and in addition the costs and expenses of defending the title, estate or interest insured, which the insured shall sustain by reason of any defect or defects of title affecting the premises described in Schedule A or affecting the interest of the insured therein as herein set forth, or by reason of unmarketability of the title of the insured to or in the premises, or by reason of liens or incumbrances affecting title at the date hereof, or by reason of any statutory lien for labor or material furnished prior to the date hereof which has now gained or which may hereafter gain priority over the interest insured hereby or by reason of a lack of access to and from the premises, excepting all loss and damage by reason of the estates, interests, defects, objections, liens, incumbrances and other matters set forth in Schedule B, or by the conditions of this policy hereby incorporated into this contract, the loss and the amount to be ascertained in the manner provided in said conditions and to be payable upon compliance by the insured with the stipulations of said conditions, and not otherwise.

*In Witness Whereof*, American Title Insurance Company has caused this policy to be signed and sealed on its date of issue set forth herein.

American Title Insurance Company

President

ATTEST:

Secretary



**HARDENBURGH ABSTRACT CO.**

Orange County, Inc.

AGENT FOR AMERICAN TITLE INSURANCE COMPANY

12 Scotchtown Ave. P.O. Box 638

Goshen, New York 10924

(914) 294-6909 294-5085 343-6678



# American Title Insurance Company

2/12/90

SCHEDULE A

Date of Policy

A **Meridian** Company

Amount of Insurance \$

179,000.00

TITLE NO. RD-33-20279  
POLICY NO. 416417

Name of Insured:

JAMES D. SURACI and JEANNE OLIVIERI

The estate or interest insured by this policy is fee simple

vested in the insured by means of

Deed dated 2/7/90 made by Moodna Development Co., Inc.  
to James D. Suraci and Jeanne Olivieri and recorded in the  
Orange County Clerk's Office on 2/12/90 in Liber 3254 Cp. 310.

The premises in which the insured has the estate or interest covered by this policy

See attached Schedule "A".

Countersigned:

BY

  
AUTHORIZED SIGNATORY

JAMES V. RINALDI

## SCHEDULE "A"

All that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, NY, being a portion of Lot No. 153 and Open Space Parcel No. 153.1, as shown on a map entitled Butter Hill Subdivision Section 5", said map having been filed in the Orange County Clerk's Office on 20 July 1964 as Map No. 6638, said Lot and Open Space Parcel having been revised by a Lot Line Change approved by the Town of New Windsor Planning Board on 14 November 1984, being more particularly described as follows:

Lot No. 153

BEGINNING at a point in the easterly line of Butterhill Drive where said line is intersected by the southerly line of Guernsey Drive, running thence, the following courses:

1. Along the southerly line of Guernsey Drive, N 82° 42' 53" E, 112.02' to a point;
2. Along the division line between Lot No. 152 and Lot No. 153, as revised by above-mentioned Lot Line Change, S 9° 40' 00" E, 115.35' to a point;
3. Along the division line between Open Space Parcel No. 153.1 and Lot No. 153, S 80° 20' 00" W, 111.92' to a point;
4. Along the easterly line of Butterhill Drive, N 9° 40' 00" W, 120.00' to the point or place of BEGINNING.

CONTAINING 13.170 square feet, 0.30 Acres of land, more or less.

Open Space Parcel No. 153.1

BEGINNING at a point in the easterly line of Butterhill Drive where said line is intersected by the division line between Open Space Parcel No. 153.1 and Open Space Parcel No. 154.1, running thence, the following courses:

1. Along the easterly line of Butterhill Drive, N 9° 40' 00" W, 10.00' to a point;
2. Along the division line between Lot No. 153 and Open Space Parcel No. 154.1, N 80° 20' 00" E, 111.92' to a point;

3. Along the division line between Open Space Parcel No. 152.1. and Open Space Parcel No. 153.1, as revised by the above-referenced Lot Line Change, S 9° 40' 00" E, 10.00' to a point;
4. Along the division line between Open Space Parcel No. 153.1 and Open Space Parcel No. 154.1, S 80° 20' 00" W, 111.92' to the point or place of BEGINNING.

CONTAINING 1,119 square feet, 0.3 Acres of land, more or less.



# American Title Insurance Company

A Meridian Company

## SCHEDULE B

TITLE NO. RD-33-20279

The following estates, interests, defects, objections to title, liens and incumbrances and other matters are excepted from the coverage of this policy:

1. Defects and incumbrances arising or becoming a lien after the date of this policy, except as herein provided.
2. Consequences of the exercise and enforcement or attempted enforcement of any governmental, war or police powers over the premises.
3. Any laws, regulations or ordinances (including, but not limited to zoning, building, and environmental protection) as to the use, occupancy, subdivision or improvement of the premises adopted or imposed by any governmental body, or the effect of any noncompliance with or any violation thereof.
4. Judgments against the insured or estates, interests, defects, objections, liens or incumbrances created, suffered, assumed or agreed to, by or with the privity of the insured.
5. Title to any property beyond the lines of the premises, or title to areas within or rights or easements in any abutting streets, roads, avenues, lanes, ways or waterways, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement, unless this policy specifically provides that such titles, rights, or easements are insured. Notwithstanding any provisions in this paragraph to the contrary, this policy, unless otherwise excepted, insures the ordinary rights of access and egress belonging to abutting owners.
6. Title to any personal property, whether the same be attached to or used in connection with said premises or otherwise.
  7. Subject to Mortgage dated 2/8/90 made by Jeanne Olivieri and James D. Suraci to Columbia Equities, Ltd., securing \$161,000.00 and recorded in the Orange County Clerk's Office on 2/12/90 in Liber 3653 Mp. 180.
  8. Grant in Liber 2081 Cp. 272. Terms and Conditions in deed Moodna Development Co., Inc. to Olivieri and Suraci.
  9. Town of New Windsor states Certificate of Occupancy issued 3/19/85 and 12/14/89 for deck.
  10. Town of New Windsor states Butterhill Drive is maintained by the Town of New Windsor.
  11. Company affirmatively insures that with the exception of providing utility service to the subject dwelling, that Grant in Liber 2081 Cp. 272 does not create any rights which extend more than 10 feet inside any record line, and that the exercise of any rights thereunder will not interfere with the use and occupancy of structural improvements located on the premises.



12. Rights, if any, in favor of any electric light or telephone company to maintain guy wires extending from said premises to poles located on the roads on which said premises abut, but policy will insure, however, that there are no such agreements of record in connection therewith except as may be shown herein.
13. Underground encroachments and easements, if any, including pipes and drains, and such rights as may exist for entry upon said premises to maintain and repair the same, which do not appear of record.
14. The exact acreage of the premises herein will not be insured.
15. Riparian rights, if any, in favor of the premises herein are not insured.
16. Rights of others to drain through creeks or streams, if any, which cross premises and the natural flow thereof will be excepted.
17. No personal inspection of the premises has been made. Policy will except "Any state of fact which a personal inspection of the premises herein described would disclose."

(c) Liability to any collateral holder of this policy shall not exceed the amount of the pecuniary interest of such collateral holder in the premises.

(d) All payments made by this Company under this policy shall reduce the amount hereof *pro tanto*, except (1) payments made for counsel fees and disbursements in defending or prosecuting actions or proceedings in behalf of the insured and for statutory costs and allowances imposed on the insured in such actions and proceedings, and (2) if the insured is a mortgagee, payments made to satisfy or subordinate prior liens or incumbrances not set forth in Schedule B.

(e) When liability has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within thirty days thereafter.

#### 6. CO-INSURANCE

(a) In the event that a partial loss occurs after the insured makes an improvement subsequent to the date of this policy, and only in that event, the insured becomes a co-insurer to the extent hereinafter set forth.

If the cost of the improvements exceed twenty per centum of the amount of this policy, such proportion only of any partial loss established shall be borne by the company as one hundred twenty per centum of the amount of this policy bears to the sum of the amount of this policy and the amount expended for the improvement. The foregoing provisions shall not apply to costs and attorney's fees incurred by the company in prosecuting or providing for the defense of actions or proceedings in behalf of the insured pursuant to the terms of this policy or to costs imposed on the insured in such actions or proceedings, and shall apply only to that portion of losses which exceed in the aggregate ten per cent of the face of the policy.

Provided, however, that the foregoing co-insurance provisions shall not apply to any loss arising out of a lien or encumbrance for a liquidated amount which existed on the date of this policy and was not shown in Schedule B; and provided further, such co-insurance provisions shall not apply to any loss if, at the time of the occurrence of such loss, the then value of the premises, as so improved, does not exceed one hundred twenty per centum of the amount of this policy.

(b) If the premises are divisible into separate, independent parcels, and a loss is established affecting one or more but not all of said parcels, the loss shall be computed and settled on a *pro rata* basis as if this policy were divided *pro rata* as to value of said separate, independent parcels, exclusive of improvements made subsequent to the date of this policy.

(c) Clauses "(a)" of this section apply to mortgage policies only after the insured shall have acquired the interest of the mortgage.

(d) If, at the time liability for any loss shall have been fixed pursuant to the conditions of this policy, the insured holds another policy of insurance covering the same loss issued by another company, this company shall not be liable to the insured for a greater proportion of the loss than the amount that this policy bears to the whole amount of insurance held by the insured, unless another method of apportioning the loss shall have been provided by agreement between this company and the other insurer or insurers.

#### 7. ASSIGNMENT OF POLICY

If the interest insured by this policy is that of a mortgagee, this policy may be assigned to and shall inure to the benefit of successive assignees of the mortgage without consent of this company or its endorsement of this policy. Provision is made in the rate manual of New York Board of Title Underwriters filed with the Superintendent of Insurance of the State of New York on behalf of this and other member companies for continuation of liability to grantees of the insured in certain specific circumstances only. In no circumstance provided for in this section shall this company be deemed to have insured the sufficiency of the form of the assignment or other instrument of transfer or conveyance or to have assumed any liability for the sufficiency of any proceedings after the date of this policy.

#### 8. SUBROGATION

(a) This company shall to the extent of any payment by it of loss under this policy, be subrogated to all rights of the insured with respect thereto. The insured shall execute such instruments as may be requested to transfer such rights to this company. The rights so transferred shall be subordinate to any remaining interest of the insured.

(b) If the insured is a mortgagee this company's right of subrogation shall not prevent the insured from releasing the personal liability of the obligor or guarantor or from releasing a portion of the premises from the lien of the mortgage or from increasing or otherwise modifying the insured mortgage provided such acts do not affect the validity or priority of the lien of the mortgage insured. However, the liability of this company under this policy shall in no event be increased by any such act of the insured.

#### 9. MISREPRESENTATION

Any untrue statement made by the insured, with respect to any material fact, or any suppression of or failure to disclose any material fact, or any untrue answer by the insured, to material inquiries before the issuance of this policy, shall void this policy.

#### 10. NO WAIVER OF CONDITIONS

This company may take any appropriate action under the terms of this policy whether or not it shall be liable hereunder and shall not thereby concede liability or waive any provision of this policy.

#### 11. POLICY ENTIRE CONTRACT

All actions or proceedings against this company must be based on the provisions of this policy. Any other action or actions or rights of action that the insured may have or may bring against this company in respect of other services rendered in connection with the issuance of this policy, shall be deemed to have merged in and be restricted to its terms and conditions.

#### 12. VALIDATION AND MODIFICATION

This policy is valid only when duly signed by a validating officer or agent. Changes may be affected only by written endorsement. If the recording date of the instruments creating the insured interest is later than the policy date, such policy shall also cover intervening liens or encumbrances except real estate taxes, assessments, water charges and sewer rents.

# ORANGE COUNTY CLERK'S OFFICE RECORDING PAGE

(This Page is Part of the Instrument)

PRINT OR TYPE IN BLACK INK ONLY

MOODNA DEVELOPMENT CO., INC.

TO

JAMES D. SURACI  
JEANNIE OLIVIERI

RECORD AND RETURN TO:

(Name and Address)

NEUMAN, LA FORGE & TAMSEN  
400 Gidney Avenue  
Newburgh, NY 12550  
ATTN: TIMOTHY C. TAMSEN, ESQ.

ATTACH THIS SHEET TO THE FIRST PAGE OF EACH  
RECORDED INSTRUMENT ONLY.

DO NOT WRITE BELOW THIS LINE

CONTROL NO. **051735** DATE **2-7-90** AFFIDAVIT FILED 19

INSTRUMENT TYPE: DEED XX MORTGAGE \_\_\_\_\_ SATISFACTION \_\_\_\_\_ ASSIGNMENT \_\_\_\_\_ OTHER \_\_\_\_\_

BG20 Blooming Grove \_\_\_\_\_  
CH22 Chester \_\_\_\_\_  
CO24 Cornwall \_\_\_\_\_  
CR26 Crawford \_\_\_\_\_  
DP28 Deerpark \_\_\_\_\_  
GO30 Goshen \_\_\_\_\_  
GR32 Greenville \_\_\_\_\_  
HA34 Hamptonburgh \_\_\_\_\_  
HI36 Highland \_\_\_\_\_  
MK38 Minisink \_\_\_\_\_  
ME40 Monroe \_\_\_\_\_  
MY42 Montgomery \_\_\_\_\_  
MH44 Mount Hope \_\_\_\_\_  
NT46 Newburgh (T) \_\_\_\_\_  
NW48 New Windsor ☒ \_\_\_\_\_  
TU50 Tuxedo \_\_\_\_\_  
WL52 Wallkill \_\_\_\_\_  
WK54 Warwick \_\_\_\_\_  
WA56 Wawayanda \_\_\_\_\_  
WO58 Woodbury \_\_\_\_\_  
MN09 Middletown \_\_\_\_\_  
NC11 Newburgh \_\_\_\_\_  
PJ13 Port Jervis \_\_\_\_\_  
9999 Hold \_\_\_\_\_

SERIAL NO. \_\_\_\_\_

Mortgage Amount \$ \_\_\_\_\_

Exempt Yes \_\_\_\_\_ No \_\_\_\_\_

3-6 Cooking Units Yes \_\_\_\_\_ No \_\_\_\_\_

Received Tax on above Mortgage

Basic \$ \_\_\_\_\_

MTA \$ \_\_\_\_\_

Spec. Add. \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

MARION S. MURPHY  
Orange County Clerk

by: \_\_\_\_\_

ORANGE COUNTY CLERK'S OFFICE S.S.

Recorded on the 12<sup>th</sup> day of

February 1990 at 16:08

Q'Clock 4 M. In Liber/Film 3254

Page at page 300 and examined.

Marion S. Murphy

County Clerk

CHECK ☒ CASH \_\_\_\_\_ CHARGE \_\_\_\_\_

MORTGAGE TAX \$ \_\_\_\_\_

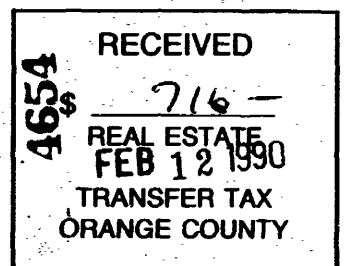
TRANSFER TAX \$ 716-

ED. FUND 5-

RECORD. FEE \$ 17-

REPORT FORMS \$ 5

CERT. COPIES \$ \_\_\_\_\_



Owner's Use - Ind. or Corp.

LAWYER BEFORE SIGNING THIS INSTRUMENT - THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY

THIS INDENTURE, made the 7th day of February, nineteen hundred and NINETY  
 BETWEEN MOODNA DEVELOPMENT CO., INC., a domestic corporation, having  
 its principal place of business located at 33 Sweet Briar Road, Stamford,  
 CT 06905,

JAMES D. SURACI and JEANNIE OLIVIERI, both residing  
 Apt. #8, Highland Falls, NY 10928, AS JOINT TENANTS

party of the second part,

WITNESSETH, that the party of the first part, in consideration of -----TEN-----

-----(\$10.00)----- dollars,

lawful money of the United States, and other good and valuable consideration paid  
 by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or  
 successors and assigns of the party of the second part forever,

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate,  
 lying and being ~~HEREIN~~ more particularly described on the attached Schedule "A".

PROVIDED that the parcel identified at Lot No. 153.1 shall not be built upon  
 and shall not be used for the computation of municipal setback requirements.  
 Lot #153.1 is restricted as an ever-green area.

SUBJECT to covenants, easements and restrictions of record, if any.

THIS INSTRUMENT IS GIVEN IN THE USUAL COURSE OF CORPORATE BUSINESS OF THE PARTY OF  
 THE FIRST PART AND DOES NOT EXHAUST OR SUBSTANTIALLY DEplete THE ASSETS OF

All that certain piece or parcel of land lying, situate and being in the Town of New Windsor, Orange County, NY, being a portion of Lot No. 153 and Open Space Parcel No. 153.1, as shown on a map entitled Butter Hill Subdivision Section 5", said map having been filed in the Orange County Clerk's Office on 20 July 1984 as Map No. 6638, said Lot and Open Space Parcel having been revised by a Lot Line Change approved by the Town of New Windsor Planning Board on 14 November 1984, being more particularly described as follows:

**Lot No. 153**

BEGINNING at a point in the easterly line of Butterhill Drive where said line is intersected by the southerly line of Guernsey Drive, running thence, the following courses:

1. Along the southerly line of Guernsey Drive, N 82° 42' 53" E, 112.02' to a point;
2. Along the division line between Lot No. 152 and Lot No. 153, as revised by above-mentioned Lot Line Change, S 9° 40' 00" E, 115.35' to a point;
3. Along the division line between Open Space Parcel No. 153.1 and Lot No. 153, S 80° 20' 00" W, 111.92' to a point;
4. Along the easterly line of Butterhill Drive, N 9° 40' 00" W, 120.00' to the point or place of BEGINNING.

CONTAINING 13.170 square feet, 0.30 Acres of land, more or less.

**Open Space Parcel No. 153.1**

BEGINNING at a point in the easterly line of Butterhill Drive where said line is intersected by the division line between Open Space Parcel No. 153.1 and Open Space Parcel No. 154.1, running thence, the following courses:

1. Along the easterly line of Butterhill Drive, N 9° 40' 00" W, 10.00' to a point;
2. Along the division line between Lot No. 153 and Open Space Parcel No. 154.1, N 80° 20' 00" E, 111.92' to a point;
3. Along the division line between Open Space Parcel No. 152.1, and Open Space Parcel No. 153.1, as revised by the above-referenced Lot Line Change, S 9° 40' 00" E, 10.00' to a point;
4. Along the division line between Open Space Parcel No. 153.1 and Open Space Parcel No. 154.1, S 80° 20' 00" W, 111.92' to the point or place of BEGINNING.

CONTAINING 1.119 square feet, 0.3 Acres of land, more or less.

BEING the same premises described as follows:

1. Deed dated the 23rd day of December, 1984 from GEORGE R. KROM, JR. AND DONALD T. KROM to MOODNA DEVELOPMENT CO., INC., recorded simultaneously herewith.
2. Deed dated the 23rd day of December, 1984 from NORTH AMERICAN HOMES, INC. to MOODNA DEVELOPMENT CO., INC., recorded simultaneously.

said premises,

**TO HAVE AND TO HOLD** the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

**MOODNA DEVELOPMENT CO., INC.**  
1000 W. 10TH AVENUE  
DENVER, COLORADO 80202

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.

The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

**MOODNA DEVELOPMENT CO., INC.**



*[Handwritten Signature]*  
\_\_\_\_\_  
PRESIDENT

**RECORDED**  
**INDEXED**  
**1977**  
**MOODNA DEVELOPMENT CO., INC.**  
**NEW YORK**

**AND** the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been incumbered in any way whatever, except as aforesaid.

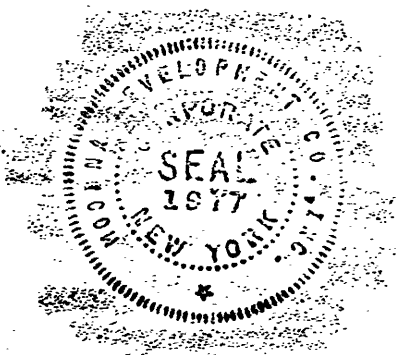
**AND** the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose.


The word "party" shall be construed as if it read "parties" whenever the sense of this indenture so requires.

**IN WITNESS WHEREOF**, the party of the first part has duly executed this deed the day and year first above written.

**IN PRESENCE OF:**

**MOODNA DEVELOPMENT CO., INC.**



  
GERRIT V. LYDECKER, President